

60-88

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7 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
8 REGION 9

9 In the matter of:)

10 LOUISIANA-PACIFIC CORPORATION,)
11 (Oroville, California facility),)

12 RESPONDENT)

13 Proceeding Under Sections 104 and)
14 106(a) of the Comprehensive)
15 Environmental Response,)
16 Compensation, and Liability Act)
17 of 1980 (42 U.S.C. §§9604 & 9606(a)))
18 as amended by the Superfund)
19 Amendments) and Reauthorization)
20 Act of 1986.)

Docket No. 88- 09

21 CONSENT ORDER

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I

AUTHORITY

A. This Consent Order is entered into pursuant to the authority vested in the President of the United States by Sections 104 and 106 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9604 & 9606, (as amended by the Superfund Amendments and Reauthorization Act of 1986) ("SARA"), Pub. Law No. 99-499, 100 Stat. 1613. This authority was delegated to the Administrator of the United States Environmental Protection Agency ("EPA" or "Agency") on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response, the Regional Administrators and the Toxics Waste Management Division Directors.

B. Louisiana-Pacific ("L-P" or "Respondent") consents to and does not contest EPA jurisdiction to enter into and enforce this Consent Order.

II.

STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and L-P are:

A. To conduct the Air Investigation described in the Work Plan, a copy of which is attached as Attachment A and by this reference made a part of this Consent Order, in order to determine the nature and extent of potential air contamination emanating from the L-P facility ("the Site"), as defined in paragraph III(A) below.

1 adsorbed onto particulates that are emitted from the hardboard
2 plant's operations.

3 F. In October 1984, the site was proposed for inclusion on the
4 EPA's National Priorities List (NPL). In February 1986, EPA
5 finalized the site on the NPL.

6 IV.

7 CONCLUSIONS OF LAW

8 A. The Site is a "facility" as defined in Section 101 (9) of
9 CERCLA, 42 U.S.C. § 9601 (9).

10 B. L-P is a "person" as defined in Section 101 (21) of CERCLA,
11 42 U.S.C. § 9601 (21).

12 C. Formaldehyde is a "hazardous substance" as defined in Section
13 101(14) of CERCLA, 42 U.S.C. § 9601(14).

14 D. The past, present, and potential migration of hazardous
15 substances from the Site constitutes an actual or threatened
16 "release" as defined in Section 101(22) of CERCLA, 42 U.S.C.
17 § 9601(22).

18 E. L-P is a potentially responsible party pursuant to Section
19 107(a) of CERCLA, 42 U.S.C. § 9607(a).

20 V.

21 DETERMINATIONS

22 Based on the facts presented in Background and the Conclusions
23 of Law set out above, EPA has determined that:

24 A. The actual and/or threatened release of hazardous substances
25 from the Site may present an imminent and substantial endan-
26 germent to the public health or welfare or the environment.

1 The Work Plan specifies work to be performed during the Air In-
2 vestigation. It also includes a list of reports, documents, and
3 other deliverables that L-P will provide for EPA review, comment
4 and/or approval.

5 B. To undertake all actions required by the terms and condi-
6 tions of this Consent Order in a cost effective manner in accord-
7 ance with the provisions of CERCLA, SARA and the National Contin-
8 gency Plan, 40 C.F.R. Part 300.61 et seq., as amended.

9 III.

10 BACKGROUND

11 A. L-P operates a wood processing facility located just south
12 of Oroville, California. The site is located on Feather River
13 Boulevard and Merlo Lane.

14 B. L-P's facility was constructed by Georgia-Pacific Corporation
15 in 1969. In 1973, a Federal Trade Commission settlement
16 resulted in L-P's independence and L-P's assumption of ownership
17 and operation of the facility.

18 C. In 1978 L-P constructed a hardboard plant at the site.
19 This plant utilizes wood shavings, wood chips, and ureaformal-
20 dehyde resin to manufacture hardboard.

21 D. The L-P site currently includes a sawmill, planning mill,
22 hardboard plant, and Class II-2 landfill. The landfill is
23 located approximately one-half mile east of the hardboard
24 plant.

25 E. Formaldehyde, and other chemicals may be emitted as a gas
26 from the hardboard plant. In addition, formaldehyde may be
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1 B. The actions required by this Consent Order are necessary to
2 protect the public health, welfare and the environment.

3 VI.

4 WORK TO BE PERFORMED

5 A. All work performed pursuant to this Consent Order shall be
6 under the direction and supervision of a qualified professional
7 with expertise in hazardous waste site investigation. Prior
8 to initiation of site work, L-P shall notify EPA in writing
9 of the name, title, and qualifications of such person and of any
10 contractors and/or subcontractors to be used in carrying out the
11 terms of this Consent Order.

12 IT IS HEREBY AGREED TO AND ORDERED THAT THE FOLLOWING WORK
13 SHALL BE PERFORMED BY L-P:

14 B. L-P shall perform the tasks and submit reports contained in
15 the Work Plan (Attachment A). Deliverables to be submitted
16 by L-P are listed below. Each deliverable should include the
17 items listed below, as well as items described in the Work
18 Plan. These specifics are meant as a framework for each
19 deliverable's content. Open discussions between L-P and EPA
20 will be necessary to assure that deliverables contain suff-
21 icient detail. Any reports, plans, specifications, schedules,
22 and attachments required by this Consent Order are, upon approval
23 by EPA, incorporated into this Consent Order. Any non-compliance
24 with such EPA approved reports, plans, specifications, schedules,
25 and attachments shall be considered a failure to achieve the
26 requirements of this Consent Order and will subject L-P to the
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1 provisions included in the "Stipulated Penalties" Section
2 (Section XIII) of this Consent Order. EPA's approval of such
3 reports, plans, specifications, schedules, and attachments shall
4 not be withheld on the basis that EPA desires L-P to conduct
5 tasks not contained in the Work plan.

6
7 1) SAMPLING AND ANALYSIS PLAN: Draft: Review and Comment
8 Final: Review and Approve

9 L-P shall submit a Sampling and Analysis Plan for EPA approval.

10 The plan shall be prepared in accordance with and reference
11 the guidance document, "Preparation of an EPA Region 9 Sample
12 Plan," and shall describe or include the following items:

- 13 a) investigation objectives;
- 14 b) site background;
- 15 c) a summary of existing air quality data, including the
16 rationale for the past investigations that are the source of this
17 data.
- 18 d) Chemical parameters of interest;
- 19 e) sample types;
- 20 f) map of locations to be sampled;
- 21 g) sample locations and frequency;
- 22 h) analytical procedures;
- 23 i) operational plan and schedule.

24
25 2) QUALITY ASSURANCE PROJECT PLAN: Draft: Review and Comment
Final: Review and Approve

26 L-P shall submit a Quality Assurance Project Plan for EPA a-
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1 approval. This plan shall describe the procedures for the collec-
2 tion, preservation, and transport of samples; the calibration and
3 maintenance of instruments; and the processing, verification,
4 storage, and reporting of data. The plan shall reference and be
5 prepared in accordance with EPA Guidance Document QAMS-005 (1980)
6 and shall specifically describe:

- 7 a) sample identification procedures;
- 8 b) sample preservation procedures;
- 9 c) chain-of-custody procedures;
- 10 d) EPA-approved analytical methods which may be used;
- 11 e) the certified laboratory or laboratories which will
- 12 perform the analyses.

13 3) PRESENTATION OF SCREENING RESULTS: L-P shall present the
14 results of the screening study (as explained in Attachment A)
15 to EPA in the manner described below.

16 a) L-P shall transmit to EPA, on the date that the potential
17 sources are screened, screening results and recommended
18 reference method sampling locations.....

19 b) A memorandum summarizing screening results will be
20 sent to EPA by express mail the day after the screening.

21 c) EPA will conditionally approve the memorandum (possibly
22 revising the selection of reference method sampling loca-
23 tions) within 2 working days, or more if needed, of receipt
24 of the memorandum.

25 d) Within one working day of receipt of EPA's conditional
26 approval, L-P shall acknowledge any revisions to the reference

1 method sampling.

2 Draft: Review and Comment
3 4) QUARTERLY REPORT: Final: Review and Approve

4 Pursuant to the schedule in Attachment A, quarterly reports
5 shall be submitted. The report shall provide all field notes and
6 a narrative description of the screening sampling. For each
7 screened point L-P must document the reason for the decision made
8 regarding the use of reference method sampling. For those points
9 not to be reference method sampled, an emission estimate must be
10 provided. The quarterly report must also include all field
11 notes and analytical results from the reference method sampling.

12 5) SUMMARY REPORT WITH MODELING Draft: Review and Comment
13 RESULTS: Final: Review and Approval

14 Approval Upon completion of all sampling episodes, a report shall
15 be presented for EPA approval. This report must present all
16 analytical results and the results of fate and transport
17 modeling. Modeling scenarios must be developed in cooperation
18 with EPA. All assumptions used in the modeling must be
19 presented.

20 This work shall be performed in accordance with the standards,
21 specifications, and schedule contained in the approved Work Plan.
22 The Work Plan is not subject to Dispute Resolution (Article XII)
23 procedures.

24 C. EPA shall, if appropriate, review, comment, and approve or
25 disapprove each report, document or other deliverable. EPA shall
26 notify L-P in writing of EPA's approval, disapproval or if addi-

1 tional review time is required. In the event of any disapproval
2 EPA shall specify the reasons for such disapproval and recom-
3 mended modifications regarding the disapproval.

4 1. Within 21 calendar days, or more if needed, of receipt of L-
5 P's submittals pursuant to paragraphs A(1), A(2), A(4) and A(5),
6 EPA shall submit its comments to L-P. L-P shall submit final
7 deliverables A(1) and A(2), incorporating EPA's comments within
8 14 days of receiving EPA's comments. L-P shall submit final
9 deliverables A(4) and A(5) within 21 calendar days of receiving
10 EPA's comments.

11 2. L-P may begin dispute resolution procedures, if it chooses,
12 only after it receives EPA's approval or disapproval of the
13 amended deliverable.

14 3. L-P's deadlines will be extended for an amount equal to any
15 extra time needed by EPA beyond the time specified above to
16 review and comment on the above deliverables.

17 D. Documents, including progress and technical reports, ap-
18 provals, disapprovals, and other correspondence to be submitted
19 pursuant to this Consent Order, shall be sent via overnight mail
20 to the following addressees or to such other addresses as the
21 parties hereafter may designate in writing, and shall be deemed
22 submitted on the date received by EPA or L-P.

23 1) Documents to be submitted to EPA (other than those
24 required by paragraph VI.C.) shall be sent to:

1
2 John Kemmerer
3 Remedial Project Manager (T-4-4)
4 Toxics & Waste Management Division
5 US EPA, Region 9
6 215 Fremont Street
7 San Francisco, CA 94105
8 Phone Number: (415) 974-7112

9
10 Copies shall be sent to:

11 Joe DeMartini
12 Woodward-Clyde Consultants
13 100 Spear Street
14 Suite 700
15 San Francisco, California 94105

16
17 2) Documents to be submitted to L-P shall be sent to:

18 John Andrews
19 Groundwater Hydrologist
20 CH2M Hill
21 1525 Court St.
22 Redding, California 96099

23
24 Copies shall be sent to:

25 Erik Rifkin
26 Symphony Woods Office Center
27 Suite #316
28 Columbia, Maryland 21044

Dan Sickler
Louisiana-Pacific Corporation
P.O. Box 1879
Oroville, California 95965

VII.

DESIGNATED PROJECT COORDINATORS

A. On or before the effective date of this Consent Order, EPA shall designate a Project Coordinator who shall have the authorities, duties, and responsibilities vested in the Remedial Project Manager by the National Contingency Plan. L-P

1 shall also designate a Project Coordinator who shall be
2 responsible for overseeing the implementation of this Consent
3 Order. The EPA Project Coordinator will be EPA's designated
4 representative at the Site. To the maximum extent possible,
5 all oral communications between L-P and EPA concerning the
6 activities performed pursuant to this Order shall be directed
7 through the Project Coordinators. All documents, including
8 progress and technical reports, approvals, and other corres-
9 pondence concerning the activities performed pursuant to the
10 terms and conditions of this Consent Order, shall be delivered
11 in accordance with paragraph VI(D) above.

12 B. EPA and L-P each have the right to change their respective
13 Project Coordinators. Such a change shall be accomplished by
14 notifying the other party in writing at least one week prior
15 to the change.

16 C. Consistent with the provisions of this Consent Order, the EPA
17 Project Coordinator shall also have the authority vested in
18 the On-Scene-Coordinator ("OSC") by the National Contingency
19 Plan, unless EPA designates a separate individual as OSC, who
20 shall then have such authority.

21 D. The absence of the EPA Project Coordinator or OSC from the
22 Site shall not be cause for the stoppage of work.

23 VIII.

24 QUALITY ASSURANCE

25 L-P shall use quality assurance, quality control, and chain
26 of custody procedures in accordance with the QAPP approved by EPA
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1 as part of the Work Plan.

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3 IX.

4 SITE ACCESS

5 To the extent that L-P requires access to land other than
6 land it owns, L-P will use its best efforts to obtain access
7 agreements for itself and its contractors and agents, and for
8 EPA and its contractors and agents, from the present owners or
9 lessees as the need for such access may arise. In the event
10 that L-P is not able to obtain site access to property owned or
11 controlled by persons or entities other than L-P, L-P shall
12 notify EPA promptly regarding both the lack of, and efforts to
13 obtain, such access.

14 X.

15 SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

16 A. L-P shall provide EPA with the results and QA/QC documenta-
17 tion of all sampling and/or tests or other technical data gen-
18 erated by L-P or on L-P's behalf with regard to air contamination
19 by hazardous substances, pollutants, or contamination at the
20 Site. Details and documentation of all sampling and analysis
21 data collection shall be presented in the appropriate reports
22 as required by the Work Plan.

23 B. At the request of EPA, L-P shall provide replicate samples
24 to EPA and/or its authorized representatives of any samples
25 collected by L-P as part of the Work Plan. L-P shall notify
26 EPA of any planned sample collection activity in the sampling
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1 and analysis plan. In order to provide L-P with sufficient
2 time to provide replicate samples, EPA will notify L-P one
3 week prior to the collection of the samples and shall provide
4 the sampling equipment necessary for the replicates to L-P.

5 C. L-P shall permit EPA, and its authorized representative to
6 have reasonable access at all times to the Site to monitor
7 any activity conducted pursuant to the Work Plan or conduct
8 such tests or investigations as EPA deems necessary.

9 D. L-P shall permit EPA and/or its authorized representative
10 to inspect and copy all records, documents, and other writings,
11 including all sampling and monitoring data, that in any way
12 concern soil, ground water, surface water or air contamination
13 at the site.

14 E. L-P may assert a confidentiality claim, covering part or
15 all of the information requested by this Consent Order pursuant
16 to 40 C.F.R. §2.203(b). Analytical data shall not be claimed
17 as confidential by L-P. Information determined to be confiden-
18 tial by EPA will be afforded the protection specified in 40
19 C.F.R. Part 2, Subpart B. If no such claim accompanies the
20 information when it is submitted to EPA, it may be made
21 available to the public by EPA without further notice to L-P.

22 XI.

23 RECORD PRESERVATION

24 EPA and L-P agree that each shall preserve, during the pendency
25 of this Consent Order and for a minimum of six (6) years after
26 termination of this Consent Order, separate central depositories
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1 of the records and documents required to be prepared under
2 the Work Plan. If EPA requests that some or all such documents
3 be preserved for a longer period of time, L-P shall either
4 comply with that request or permit EPA to obtain or copy any
5 such document prior to its destruction.

6 XII.

7 DISPUTE RESOLUTION

8 If L-P objects to any EPA decision, pursuant to Article VI,
9 L-P shall notify EPA in writing of its objections within
10 fourteen (14) calendar days of receipt of the decision. EPA and
11 L-P then have an additional fourteen (14) calendar days from the
12 receipt by EPA of the notification of objection to reach agree-
13 ment. At the end of the fourteen (14) day discussion period, EPA
14 shall provide a written statement of its decision to L-P. LP
15 must then implement EPA's decision. Use of the dispute resolu-
16 tion provision will not relieve L-P's duty to complete the other
17 tasks in a timely manner in accordance with the schedule. This
18 dispute resolution provision or EPA's decision pursuant to this
19 provision does not grant or imply jurisdiction to any court to
20 review EPA's jurisdiction pursuant to this Order.

21 XIII.

22 STIPULATED PENALTIES

23 A. Except with respect to any extensions allowed by EPA in writ-
24 ing, or excused by the provisions of Article XIV (Force Majeure),
25 for each day in which L-P fails to submit a report or document,
26 or in which L-P otherwise fails to achieve the requirements of
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1 this Order, as described in the Workplan, L-P agrees to pay the
2 sum set forth below as stipulated penalties. These penalties
3 shall accrue commencing upon L-P receipt of the written deter-
4 mination of disapproval, as specified in Article VI, or upon the
5 failure of L-P to meet the schedule specified or modified by EPA
6 in the Work Plan, or upon written notice from EPA to L-P that a
7 violation of this Order has occurred. These penalties are not
8 subject to Dispute Resolution (Article XII). Dispute Resolution
9 shall not stay the accrual of these stipulated penalties.

10 B. Stipulated penalties shall accrue in accordance with
11 paragraph XIII(A) above in the amount of \$5,000.00 for each day
12 of violation during the first week of violation, \$10,000.00 for
13 each day of violation during the second week of violation,
14 and \$15,000.00 for each subsequent day.

15 C. Stipulated penalties will be payable by L-P upon demand by
16 the Director, Toxics and Waste Management Division, U.S. EPA,
17 Region 9, by certified check made payable to the United States
18 Treasury addressed to:

19 U.S. Environmental Protection Agency
20 Superfund Accounting
21 P.O. Box 371003M
Pittsburgh, PA 15251

22 L-P shall send a notification of any penalty paid to the EPA
23 Project Coordinator.

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XIV.

FORCE MAJEURE

A. L-P shall perform all the requirements of this Consent Order according to the time limits set out in the Work Plan unless their performance is prevented or delayed by events which constitute a force majeure.

B. For the purposes of this Order, a force majeure is defined as any event arising from causes entirely beyond the control of L-P. Economic hardship shall not be considered an event beyond the control of L-P and shall not trigger the force majeure clause. However, a general, long-term shut down of the hardboard plant during a sampling event will be considered a force majeure pursuant to this section.

C. In the event of a force majeure, the time for performance of the activity delayed by the force majeure shall be extended for the time period of the delay attributable to the force majeure. The time for performance of any activity dependent on the delayed activity shall be similarly extended, except to the extent that the dependent activity can be implemented in a shorter time. EPA shall determine whether subsequent requirements are to be delayed and the time period granted for any delay. L-P shall adopt all reasonable measures to avoid or minimize any delay caused by a force majeure.

D. In the event of a force majeure, L-P shall immediately notify EPA's project coordinator orally and shall within fourteen (14)

1 days of the oral notification, notify EPA in writing of the an-
2 ticipated length and cause of the delay. The notification shall
3 also state the measures taken and/or to be taken to prevent or
4 minimize the delay, and the time table by which L-P intends to
5 implement the delayed activity. Failure of L-P to comply with
6 the force majeure notice requirements will be deemed an automatic
7 forfeiture of its right to request a delay.

8 XV.

9 RESERVATION OF RIGHTS

10 A. Notwithstanding compliance with the terms of this Consent
11 Order, including the completion of an EPA approved Air Invest-
12 igation, this Order does not release L-P from any liability it
13 may have for contamination at the site. EPA reserves the right
14 to take any enforcement action pursuant to CERCLA and/or any
15 other legal authority, including the right to seek injunctive
16 relief, monetary penalties, and punitive damages for any viola-
17 tion of law or this Consent Order.

18 B. EPA expressly reserves all rights and defenses that it may
19 have, including EPA's right to disapprove of work performed
20 by L-P. EPA reserves the right to undertake removal actions
21 and/or remedial actions at any time. EPA reserves the right to
22 seek reimbursement from L-P for such costs incurred by the
23 United States.

24 C. L-P expressly reserves all rights and defenses that it may
25 have except (i) the right to challenge EPA's jurisdiction to en-
26 ter into and enforce this Order and (ii) any right it might have
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1 to seek reimbursement for its costs pursuant to CERCLA § 106, 42
2 U.S.C. §9606(b)(2) from the United States or the Hazardous Waste
3 Trust Fund for: (a) costs incurred by L-P to date in connection
4 with this Air Investigation, (b) costs incurred by L-P in per-
5 forming the work described in the Work Plan, and (c) the \$50,000
6 payment by L-P of EPA's costs associated with this Air Investiga-
7 tion which L-P agrees to reimburse in Section XVI.A of this Or-
8 der. L-P reserves its right to refuse to conduct any work
9 requested by EPA which is not set out in the Work Plan. L-P, by
10 entering into this Order, does not admit any liability under
11 CERCLA.

12 XVI.

13 REIMBURSEMENT OF COSTS

14 A. L-P agrees to reimburse fifty-thousand dollars (\$50,000) of
15 EPA's costs associated with this Air Investigation. L-P shall,
16 within seven (7) calendar days of the effective date of this Or-
17 der, remit a certified check for \$50,000 made payable to the
18 United States Hazardous Substance Response Trust Fund. The check
19 should specifically reference the identity of the site and be
20 addressed to:

21 U.S. Environmental Protection Agency
22 Superfund Accounting
23 P.O. Box 371003M
Pittsburgh, PA 15251
Attention: Collection Officer for Superfund

24 A copy of the transmittal letter and check shall be sent to the
25 EPA Remedial Project Manager in Region 9.

26 B. EPA reserves the right to bring an action against L-P pur-
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1 suant to Section 107 of CERCLA, 42 U.S.C. §9607, for recovery of
2 all response and oversight costs incurred by the United States
3 related to this Consent Order and not reimbursed by L-P, as
4 well as any other unreimbursed past and future costs incurred
5 by the United States in connection with response activities
6 conducted pursuant to CERCLA at this site.

7 XVII.

8 OTHER CLAIMS

9 Nothing in this Consent Order shall constitute or be construed
10 as a release from any claim, cause of action or demand in law or
11 equity against any person, firm, partnership, or corporation not
12 a signatory to the Consent Order for any liability it may have
13 arising out of or relating in any way to the generation, storage,
14 treatment, handling, transportation, release, or disposal of any
15 hazardous substances, hazardous wastes, pollutants, or cont-
16 aminants found at, taken to, or taken from the Site.

17 XVIII.

18 OTHER APPLICABLE LAWS

19 All actions required to be taken pursuant to this Consent Order
20 shall be undertaken in accordance with the requirements of all
21 applicable local, state, and federal laws and regulations unless
22 an exemption from such requirements is specifically provided in
23 this Consent Order.

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XIX.

INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

L-P agrees to indemnify and hold the United States Government, its agencies, departments, agents, contractors, and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of L-P, its officers, employees, receivers, contractors, trustees, agents, or assigns, in carrying out the activities pursuant to this Consent Order. EPA is not a party to any contract involving the Respondent at the Site.

XX.

COMMUNITY RELATIONS/PUBLIC COMMENT

EPA will incorporate this investigation into its ongoing Community Relations Program in accordance with Agency policies and guidance documents. L-P may participate in the community relations activities when deemed appropriate by EPA.

XXI.

EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

A. In consideration of the communications between L-P and EPA prior to the issuance of this Consent Order, L-P agrees that there is no need for a settlement conference prior to the effective date of this Consent Order. Therefore, the effective date of this Consent Order shall be the date on which it is signed by EPA.

B. No informal advice, guidance, suggestions, or comments made

1 by EPA regarding reports, plans, specifications, schedules, or
2 any other writing submitted by L-P will be construed as relieving
3 L-P of its obligation to obtain formal approval as may be
4 required by this Consent Order.

5 XXII.

6 PARTIES BOUND

7 This Consent Order shall apply to and be binding upon L-P and
8 EPA, their agents, successors, and assignees. No change in
9 ownership or corporate or partnership status relating to the Site
10 will in any way alter the status of L-P or in any way alter L-P's
11 responsibility under this Consent Order. L-P is responsible, and
12 will remain responsible for carrying out all activities required
13 of this Consent Order. L-P shall provide a copy of this Consent
14 Order to all contractors, sub-contractors, laboratories, and con-
15 sultants retained to conduct any portion of the work performed
16 pursuant to this Consent Order within 14 calendar days of the ef-
17 fective date of this Consent Order or date of such retention.

18 XXIII.

19 NOTICE TO THE STATE

20 EPA has notified the State of California pursuant to the
21 requirements of Section 106(a) of CERCLA.

22 XXIV.

23 TERMINATION AND SATISFACTION

24 The provisions of the Consent Order shall be deemed satisfied
25 upon L-P's receipt of written notice from EPA that L-P has demon-
26 strated, to the satisfaction of EPA, that all of the terms of
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this Consent Order have been completed.

IT IS SO AGREED AND ORDERED:

Louisiana-Pacific Corporation

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: *John C. Hart*
John C. Hart
Vice-President-Finance
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By: *Jeff Zelikson*
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Date: February 4, 1988

Date: 2-8-88

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Date: FEBRUARY 3, 1988

Date: 2/8/88